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Judge Philip H. Brandt  
CHAPTER 13  
Hearing Date: October 8, 2009  
Hearing Time: 9:00 a.m.  
Response Date: October 1, 2009

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

IN RE:

NO. 09-16727

**STEWART, Helen,**

Debtor.

**MOTION TO APPROVE SALE OF REAL  
PROPERTY, NOTICE OF HEARING and  
PROOF OF SERVICE**

COMES NOW the Debtor, by and through her attorney, Travis A. Gagnier, and moves the court for an order approving the sale of the real property, which is legally described as follows:

LOT 14, BLOCK 1, HALLBERGS ONE QUARTER ACRE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25 OF PLATS, PAGE(S) 22, IN KING COUNTY, WASHINGTON.

The street address of the property is 7215 – 33<sup>rd</sup> Avenue South, Seattle, WA 98118-3507.

The sale price of the property is \$209,000.00. A copy of the signed Real Estate Purchase and Sale Agreement is attached hereto. There is one lien on the property, which is a note and deed of trust with BAC Home Loans (fka Countrywide Home Loans) in the amount of approximately \$252,984.00.

1           There are also agents' fees, excise taxes, escrow fees and other closing costs associated  
2 with the sale, which, of course, will need to be paid. All fees and costs associated with the sale  
3 should be paid from closing.

4           This is a fair market sale done by real estate professionals. The best possible price was  
5 obtained. The house has been on the market for several months. Under the accepted offer, the  
6 mortgage creditor(s) will receive full payment of such amounts as they agree to accept under the  
7 terms of a "short sale", with any balance becoming unsecured. The fees and costs associated with  
8 the sale will be paid. Debtor will receive nothing from the sale.

9  
10           This is an arms-length transaction and in the best interest of all parties. It also effectuates the  
11 policy of obtaining a fresh start for the Debtor in retaining as much credit-worthiness for her as  
12 possible in that she avoids a foreclosure on the property. This way, she will have a better chance of  
13 obtaining a mortgage in the future. It is difficult, if not impossible, to obtain a mortgage after a  
14 foreclosure. The Debtor's option herein, foreclosure, serves no party. All parties are better off  
15 under the proffered sale. The proceeds of the sale should be distributed to pay the mortgage  
16 creditor(s) pursuant to the terms of the "short sale" arrangement up to full payment of their liens and  
17 then all professionals and sale costs should be paid pursuant to whatever arrangement or agreement  
18 can be reached as to those fees and costs, up to payment in full of them.

19  
20           The sale price may not be enough to pay all lien holders in full along with the professional  
21 fees and costs associated with the sale, closing and taxes. Debtor wishes to proceed with obtaining  
22 the approval of the court to sell the property. The order provides that the lien holder(s) will be paid  
23 in full or such amount as each may later accept as a "short sale" to permit the property to be sold,  
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26

1 versus foreclosed. The motion and order do not require that the lien holders accept a short sale or  
2 require the sale, but give the permission to do so if all parties agree.

3 Finally, there are attorney fees of the Debtor for services rendered in the bankruptcy case  
4 incurred in bringing the above motion and other related services. These additional services required  
5 2.4 hours of time for total fees and costs in the amount of \$563.68 (see attached itemization). All  
6 fees and costs associated with the sale should be paid from closing. Original attorney fees for the  
7 Chapter 13 are being paid through the plan along with any fees and costs of Debtor's counsel not  
8 paid from closing. There may be additional costs if attendance at the hearing is necessary.  
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10 For the foregoing reasons, the Debtor asks that the court approve the sale free and clear of  
11 liens, approve the fees and costs associated with the sale, including all professional fees, and allow  
12 the proposed distribution order set forth above.

13 Respectfully submitted this 1st day of September 2009.

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16 /s/ Travis A. Gagnier  
Travis A. Gagnier, #26379

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18 **NOTICE TO CREDITOR OF HEARING**

19 YOU ARE HEREBY NOTIFIED that the foregoing motion will be heard before Judge  
20 Philip H. Brandt, 700 Stewart Street, Courtroom 8106, Seattle, WA 98101, on October 8, 2009,  
21 at the hour of 9:00 a.m. or as soon thereafter as the Court may direct, at which time you may  
22 appear and offer your evidence as to why the motion should not be granted. **IF IT IS YOUR**  
23 **INTENTION TO BE HEARD IN THIS MATTER, YOU MUST GIVE WRITTEN**  
24 **RESPONSE TO THE COURT, 700 STEWART STREET, ROOM 6301, SEATTLE, WA**  
25 **98101, THE TRUSTEE'S OFFICE, K. MICHAEL FITZGERALD, 600 UNIVERSIY**  
26

1 **STREET #2200, SEATTLE, WA 98101, AND TO DEBTOR'S ATTORNEY, TRAVIS A.**  
2 **GAGNIER, 33507 NINTH AVENUE SOUTH, BLDG. F, P.O. BOX 3949, FEDERAL**  
3 **WAY, WA 98063-3949**, no later than October 1, 2009, or the order may be entered without a  
4 hearing taking place.

5 Respectfully submitted this 1st day of September 2009.

6  
7 /s/ Travis A. Gagnier  
8 Travis A. Gagnier, #26379  
9

10 I declare under penalty of perjury under the laws of the State of Washington that I filed the original of the foregoing with the  
11 United States Bankruptcy Court at Seattle and served a true copy thereof to:

12 K. Michael Fitzgerald  
Chapter 13 Trustee

U.S. Trustee

Honorable Philip H. Brandt

13 via ECF and to:

14 Debtor

All creditors on the mailing matrix and who requested special notice

15 via U.S. first-class mail, postage pre-paid, on September 2, 2009.

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17 /s/ Shari L. Moody  
18 Shari L. Moody  
19 Legal Assistant  
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